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| APPLICATION NO. | FILING DATE | FIRST NAMED INVENTOR | ATTORNEY DOCKET NO. | CONFIRMATION NO. |
|-----------------|-------------|----------------------|---------------------|------------------|
|-----------------|-------------|----------------------|---------------------|------------------|

10/748,826

12/29/2003

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25859 7590 07/21/2008  
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EXAMINER

NELSON, FREDA ANN

ART UNIT

PAPER NUMBER

3628

MAIL DATE

DELIVERY MODE

07/21/2008

PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

# Office Action Summary

**Application No.**

10/748,826

**Applicant(s)**

TSAI, MING-FANG

**Examiner**

FREDA A. NELSON

**Art Unit**

3628

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☐ Responsive to communication(s) filed on 23 April 2008.  
2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.  
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1, 2 and 4-12 is/are pending in the application.  
4a) Of the above claim(s) 10-12 is/are withdrawn from consideration.  
5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.  
6) ☒ Claim(s) 1, 2 and 4-9 is/are rejected.  
7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.  
8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.  
10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)  
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)  
3) ☒ Information Disclosure Statement(s) (PTO-8508)  
Paper No(s)/Mail Date \_\_\_\_\_  
4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_  
5) ☐ Notice of Informal Patent Application  
6) ☐ Other: \_\_\_\_\_

### **DETAILED ACTION**

The amendment received on April 23, 2008 is acknowledged and entered.

Claims 1, 5, and 9 have been amended. Claim 3 has been canceled. Claims 10-12 have been withdrawn. No Claims have been added. Claims 1-32 are currently pending.

### ***Response to Amendment and Arguments***

Applicant's arguments filed October 22, 2007 have been fully considered but they are not persuasive.

In response to Applicant's argument that in regards to claim 1, Choe fails to disclose or teach the feature of "the application server comprising a product price information maintaining module for determining a price for each customer, the Examiner respectfully disagrees. Choe et al. disclose, for instance, if the same products are sold at the same price to a first dealing company (such as a discount house, etc.) operating a wholesale business, and also to a second dealing company (such as an agency, etc.) operating a retail shop, the entire market order may collapse. Thus, the products sold to the wholesaler and the retailer are always discriminated so as to prevent the above-mentioned problems from occurring ([0067]; see claim 44) {The Examiner interprets this to mean determining a price for each customer. The Examiner also asserts that Choe et al. must provide prices in order to compare a customer's credit limit with their transaction amount.

Choe et al. further disclose an e-commerce system and method according to a third embodiment of the present invention enables smooth and fast handling of various **transaction expenses for entire e-commerce processes** ([0126]).

In response to Applicant's argument that Choe et al. fails to disclose or teach the feature of "a customer complaints managing module for managing customer complaints, deferring shipments, enquiring whether the customer agrees to reproduce of the products, and informing a relevant workshop to reproduce the products", the Examiner asserts that Lettich et al. disclose that in regards to the processing of carrier claims, ShipChem.com files supplier claims on behalf of its customers wherein claims include those due to carrier contamination, customer downtime due to late shipments, delivering damaged material, and delivering the wrong amount of products (§ [0137]); and in regards to answering customer complaints, ShipChem.com investigates customer complaints and works closely with the various service providers to ensure that root cause failure analysis are properly done in order to minimize repeat complaints (§ [0138]); and in regards to order integration, ShipChem.com provides order integration functions, such as order entry screens, electronic interfaces, and ERP integration capabilities (*ERP, enterprise resource planning, is an industry term for the broad set of activities supported by multi-module application software that help a manufacturer or other business manage the important parts of its business, including product planning, parts purchasing, maintaining inventories, interacting with suppliers, providing customer service, and tracking orders*) (§ [0194]).

Myrick et al. disclose other internal events include time to invoice customer 1408, and customer makes payment 1410, order entry sends order to manufacturing 1412. Subsequently, **field service repair orders replacement parts 1414**, submits billing inputs 1415, shipping provides proof of delivery 1416, advice of receipt 1418, and Advance Ship Notice (ASN) 1420 as well as operations updates to ship date 1422 and ATP 1424 to assist in keeping track of the order (¶ [0197]).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include the features of Lettich et al. and Myrick et al. in order to provide better customer service by resolving shipping conflicts.

In response to Applicant's argument that in regards to claim 5, Choe fails to disclose or teach the feature of "determining whether the product has price information, and if the product has price information, acquiring the product's price; enquiring whether the customer agrees to reproduction of the products; and informing a relevant workshop to commence producing the products if the customer agrees to reproduction of the products", the Examiner respectfully disagrees. Choe et al. disclose in some instances, it may not be possible to confirm the received order upon receipt; for instance, the ordered product may not exist on the sales list, a price of the ordered product may differ from the previously set-up minimum price, or a quantity of the available product in stock may be less than that which was ordered ([0082]). Choe et al. further disclose the error list may include items for which the ordered product fails

to be listed on sales items, dealing companies that have been placed on a black list as a bad trading company, orders for which an ordered product quantity and a price are different from the previously set-up minimum order quantity and price, or items for which a quantity of an available product in stock for delivery is less than the quantity of the ordered product, and the like ([0146], also see claim 32).

Choe et al. further disclose the divisional shipment is then reported to the dealing company, and consent to send the divisional shipment is requested (S118). If consent is given, the process continues ([0086]).

Lastly, Choe et al. disclose informing a relevant workshop to commence producing the products if the customer agrees to reproduction of the products ( see FIG. 5).

### ***Claim Objections***

1. Claim 1 is objected to because of the following informalities:

Claim 1, line 10, "reproduce" should be "reproduction".

Appropriate correction is required.

### ***Claim Rejections - 35 USC § 112***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

2. Claim 5 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

As per claim 5, the Examiner is unable to determine how the “determining to dispatch the product” occurs before “enquiring whether the customer agrees to the reproduction” and “informing a relevant workshop to produce the products.

Claim 5 is rejected under 35 U.S.C. 112, second paragraph, as being incomplete for omitting essential steps, such omission amounting to a gap between the steps. See MPEP § 2172.01. The omitted steps are:

if the inventory is not sufficient enquiring whether the customer agrees to reproduction of the products; and

informing a relevant workshop to commence producing the products if the customer agrees to reproduction of the products.

### ***Claim Rejections - 35 USC § 102***

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

**3. Claims 5-9 are rejected under 35 U.S.C. 102(e) as being unpatentable over Choe et al. (US PG Pub. 2002/0069082).**

**As per claim 5,** Choe et al. discloses the method for purchase order management, the method comprising the following steps:

determining whether a customer is an existing customer, and if the customer is an existing customer, enquiring of information on the customer (§ [0065]); enquiring of information on a product (§ [0018]);

determining whether the product has price information, and if the product has price information, acquiring the product's price (§ [0082],[0146]; see claim 32). Choe et al. further teaches orders for which an ordered product quantity and a price are different from the previously set-up minimum order quantity and price are errors (§ [0146]) and errors can be corrected (claim 32), therefore, the examiner interprets this as inputting and storing price information};

determining whether a total purchase price of the product exceeds the customer's credit limit, and if the total purchased price does not exceed the customer's credit limit, accepting the purchase order (§ [0020],[0022],[0108]; and

determining whether inventory of the product is sufficient, and if the inventory is sufficient, determining to dispatch the product (§ [0085]; FIG.); and

enquiring whether the customer agrees to reproduction of the products (§ [0086]); and

informing a relevant workshop to commence producing the products if the customer agrees to reproduction of the products (§ FIG. 5).

**As per claim 6**, Choe et al. discloses the method for purchase order management as described in claim 5, further comprising the step of inputting and



storing information on a new customer, if the customer is not an existing customer (§ [0065]).

**As per claim 7**, Choe et al. discloses the method for purchase order management as described in claim 5, further comprising the step of inputting and storing price information on the product, if the product has no price information (§ [0146]; see claim 32). Choe et al. teaches orders for which an ordered product quantity and a price are different from the previously set-up minimum order quantity and price are errors (§ [0146]) and errors can be corrected (claim 32), therefore, the examiner interprets this as inputting and storing price information}.

**As per claim 8**, Choe et al. disclose the method for purchase order management as described in claim 5, further comprising the step of refusing the customer's purchase order, if the total price exceeds the customer's credit limit (§ [0112]).

**As per claim 9**, Choe et al. discloses the method for purchase order management as described in claim 5, further comprising the step of ordering the workshop to produce the product, if the inventory is not sufficient (see FIG 5).

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

**4. Claims 1-2 and 4 are rejected under 35 U.S.C. 102(e) as being unpatentable over Choe et al. (US PG Pub. 2002/0069082), in view of Lettich et al. (US PG Pub. 2002/0049622), still in further view of Myrick et al. (US PG Pub. 2004/0143470).**

**As per claim 1**, Choe et al. discloses a system for purchase order management, the system comprising a database server and a plurality of client computers connected with an application server (FIG. 1), wherein:

the database server is used for storing customer data, product data, and purchase order data (§ [0017]; FIG. 10);

the application server is used for managing purchase orders according to the customer data, the product data and the purchase order data, the application server (FIG. 15) comprising:

a product information maintaining module for maintaining and integrating information on products (FIG. 15);

a customer information maintaining module for maintaining and integrating information on customers (§ [0015], [0018]);

a product price information maintaining module for determining a price for each customer (see claim 14); and

a shipment information maintaining module for scheduling production and shipment of products (¶ [0048]); and

each of the client computers is enabled to visit the application server, and further to access data stored in the database server via the application server (¶ [0018]).

Choe et al. does not disclose a customer complaints managing module for managing customer complaints, deferring shipments, enquiring whether the customer agrees to reproduce of the products, and informing a relevant workshop to reproduce the products.

However, Lettich et al. disclose that in regards to the processing of carrier claims, ShipChem.com files supplier claims on behalf of its customers wherein claims include those due to carrier contamination, customer downtime due to late shipments, delivering damaged material, and delivering the wrong amount of products (¶ [0137]); and in regards to answering customer complaints, ShipChem.com investigates customer complaints and works closely with the various service providers to ensure that root cause failure analyses are properly done in order to minimize repeat complaints (¶[0138]); and in regards to order integration, ShipChem.com provides order integration functions, such as order entry screens, electronic interfaces, and ERP integration capabilities (*ERP, enterprise resource planning, is an industry term for the broad set of activities supported by multi-module application software that help a manufacturer or other business manage the important parts of its business, including product planning, parts purchasing, maintaining inventories, interacting with suppliers, providing customer service, and tracking orders*) (¶ [0194]).

Myrick et al. disclose other internal events include time to invoice customer 1408, and customer makes payment 1410, order entry sends order to manufacturing 1412. Subsequently, *field service repair orders replacement parts 1414*, submits billing inputs 1415, shipping provides proof of delivery 1416, advice of receipt 1418, and Advance Ship Notice (ASN) 1420 as well as operations updates to ship date 1422 and ATP 1424 to assist in keeping track of the order (§ [0197]).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include the features of Lettich et al. and Myrick et al. in order to provide better customer service by resolving shipping conflicts.

**As per claim 2**, Choe et al. discloses the system for purchase order management as described in claim 1, wherein the application server further comprises a shipment delay managing module for managing delayed purchase orders according to production schedules (see claim 37).

**As per claim 4**, Choe et al. discloses the system for purchase order management as described in claim 1, wherein the application server further comprises a purchase order reports outputting module for integrating all purchase order information and storing the information in the database server (§ [0015]).

### **Examiner's Note**

Examiner cited particular pages, columns, paragraphs and/or line numbers in the references as applied to the claims above for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that, in preparing responses, the applicant fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

### **Conclusion**

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

5. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Freda A. Nelson whose telephone number is (571) 272-7076. The examiner can normally be reached on Monday -Wednesday and Friday, 10:00 AM -6:30 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Hayes can be reached on 571-272-6708. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only.

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For more information about the PAIR system, see <http://pair-direct.uspto.gov>.

Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/F. A. N./  
Examiner, Art Unit 3628

/JOHN W HAYES/  
Supervisory Patent Examiner, Art Unit 3628